v. Dewey, 123 N. C., 103. And between assignee and beneficiary. *Vanormer v. Hornberger,* 142 Pa., 575. But it does not avoid the policy as between beneficiary and insurer. *New York Ins. Co. v. Brown's Adm'r.,* 23 Ky., L. Rep., 2070; *Merchants' Ins. Ass'n. v. Yoakum,* 98 Fed., 251. An assignment to a creditor who has no other insurable interest in the life of the assured is valid where the amount of the debt is not disproportionate to the face of the policy. *Givens v. Veeder,* 9 N. M., 256; *McHale v. McDonnell,* 175 Pa., 632.

INSURANCE—MUTUAL BENEFIT SOCIETY—METHOD OF CHANGE OF BENEFICIARY.—HOLDEN V. MODERN BROTHERHOOD OF AMERICA, 132 N. W., 329 (IOWA).—*Held,* that a fraternal beneficiary association may stipulate methods and conditions by and under which a substitution of beneficiaries may be effected; and, unless such methods and conditions are adopted and complied with, no substitution will take place.

The general rule is that whatever formalities a mutual benefit association prescribes as to change of beneficiaries must be observed and complied with. *Shuman v. A. O. U. W.,* 110 Iowa, 642; *Gordon v. Gordon,* 117 Ill. App., 91. *Fink v. Fink,* 171 N. Y., 616. And the expression of one method impliedly excludes all others. *Coleman v. Knights of Honor,* 18 Mo. App., 189; *Flowers v. Sovereign Camp, W. of the W.,* 40 Tex. Civ. App., 593; *Grace v. Northwestern Mutual Relief Ass'n,* 87 Wis., 562. So the weight of authority holds that a change cannot be made by the will of the member. *Stephenson v. Stephenson,* 64 Iowa, 534; *McCarthy v. N. E. Order of Protection,* 153 Mass., 314. But, *Catholic Benefit Ass'n v. Priest,* 46 Mich. 429, and *Masonic Benefit Ass'n v. Bunch,* 109 Mo., 560, hold *contra,* when such change is not expressly forbidden. But these rules must not be impossible of fulfilment. *Grand Lodge v. Child,* 76 Mich., 163. And the change is valid where it is beyond the power of the member to comply literally, through loss of the certificate. *Isgrigg v. Schooley,* 125 Ind., 94; *Marsh v. Am. Legion of Honor,* 149 Mass., 212; *Lahey v. Lahey,* 174 N. Y., 146. The association may waive compliance, or be estopped to assert noncompliance. *Delaney v. Delaney,* 175 Ill., 187; *Wandell v. Mystic Toilers,* 130 Iowa, 639; *Manning v. A. O. U. W.,* 86 Ky., 136. Likewise the original beneficiary may be estopped. *Supreme Conclave v. Capella,* 41 Fed., 1; *Munshall v. Daly,* 37 Ill. App., 628. And where the member has done all in his power to comply, but dies before the new certificate is issued, the change will be enforced. *Sanborn v. Black,* 67 N. H., 537; *Luhrs v. Luhrs,* 123 N. Y., 367; *Waldum v. Homstad,* 119 Wis., 312.

SPECIFIC PERFORMANCE—MUTUALITY OF REMEDY—OPTION CONTRACT.—NAYLOR V. PARKER, 139 S. W., 93, (TEX.)—*Held,* that an option, based on a valuable consideration moving from the holder of the option, even though it imports no obligation on the holder to purchase, is an exception to the rule that, if a contract can not be specifically enforced against the one seeking enforcement, he is not entitled to such remedy as against his adversary. Dunklin, J. *dissenting* in part.

In general specific enforcement of a contract will not be decreed unless the contract could be enforced by either party against the other. *Buck*

v. Smith, 29 Mich., 166; *Martin v. Platt,* 5 N. Y. St., 284. But where a quality necessary to make specific performance possible, though originally lacking, is subsequently supplied, specific performance will be decreed. *Woodruff v. Woodruff,* 44 N. J. Eq., 349; *Sayward v. Houghton,* 119 Cal., 545. This seems to be the real ground for the decision in the leading case, and similar cases. An option contract is converted into a contract of sale, which may be specifically enforced, by an acceptance by the offeree, within the time agreed upon. *Couch v. McCoy,* 138 Fed., 696; *Jones v. Barnes,* 94 N. Y. Supp., 695; *Chadsey v. Condley,* 62 Kan., 853. But specific performance will not be decreed where there has not been such an acceptance. *Pollock v. Brookover,* 60 W. Va., 75. And the acceptance must be in exact accord with the terms of the option. *Henry v. Black,* 213 Pa., 620; *Pollock v. Brookover, supra.* But specific performance will be decreed though there be no consideration for the offer, where it was not withdrawn before acceptance. *R. R. Co. v. Bartlett,* 3 Cush., 224; *Perkins v. Hadsell,* 50 Ill., 216. *Contra, Litz v. Goosling,* 93 Ky., 185.

STATUTES—UNCONSTITUTIONAL STATUTE—EFFECT.—EX PARTE BOCKHORN, 138 S. W., 706, (TEX.).—*Held,* that, since an unconstitutional act is void from its inception, neither conferring rights, imposing duties, nor affording protection, an act imposing a license tax on sellers of sewing machines, unconstitutional in its inception as discriminating and non-uniform, was not rendered valid by the subsequent repeal of the part of the act rendering it unconstitutional.

The general rule is that an act amending an invalid or unconstitutional act is void. *Cowley v. Rushville,* 60 Ind., 327; *Plattsmouth v. Murphy,* 74 Neb., 749. But if the act is unconstitutional merely from a failure to comply with the constitutional requirements in enacting it, it may be amended into a valid act. *Ferry v. Campbell,* 110 Ia., 290; *Walsh v. State,* 142 Ind., 357. And if a statute, constitutional when passed, is made invalid by the adoption of a new constitution, it may be amended to comply with the new constitution. *Railway Co. v. Adams,* 33 Fla., 608. Where only a section or part of a section of an act is unconstitutional, the act may be amended by removing the objectionable part or substituting another section, the effect being to re-enact the old act with the amendment. *State v. Cincinnati,* 52 Ohio St., 419; *Lynch v. Murphy,* 119 Mo., 163; *State v. Corbett,* 61 Ark., 226. An act, although it purports to amend an unconstitutional act, if it is complete in itself, is valid. *People v. Onahan,* 170 Ill., 449; *People v. Canvassers,* 143 N. Y., 84; *Mortgage Co. v. Hardy,* 93 Tex.. 300. In *Columbia Wire Co. v. Boyce,* 104 Fed., 172, there is a dictum that an act, though invalid for any reason, may be amended. One recent case holds that an unconstitutional statute may be amended into a valid act by mere reference to it, for it is not properly void and nonexistent, but merely unenforceable. *Allison v. Corker,* 67 N. J. Law, 596.

SUNDAY—OPENING STORE—SCOPE OF STATUTE.—STATE V. MORIN, 80 ATLANTIC, (ME.), 751.—*Held,* Rev. St. c., 125, 25, prohibiting the keeping open of a store on Sunday, does not prohibit a druggist to go into his